Filing Company: Cameron Mutual Insurance Company State Tracking Number: AR-PC-07-026554

Company Tracking Number: 15725/07/0030

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Commercial Businessowners / BOP Contractors Program

Project Name/Number: Equipment Breakdown/N/A

Filing at a Glance

Company: Cameron Mutual Insurance Company

Product Name: Commercial Businessowners / SERFF Tr Num: CMIC-125333749 State: Arkansas

BOP Contractors Program

TOI: 05.0 Commercial Multi-Peril - Liability & SERFF Status: Closed State Tr Num: AR-PC-07-026554

Non-Liability

Sub-TOI: 05.0002 Businessowners Co Tr Num: 15725/07/0030 State Status:

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Author: Sheila Andrew Disposition Date: 10/26/2007

Date Submitted: 10/25/2007 Disposition Status: Approved

Effective Date Requested (New): 01/01/2008 Effective Date (New): 01/01/2008

Effective Date Requested (Renewal): 01/01/2008 Effective Date (Renewal):

01/01/2008

General Information

Project Name: Equipment Breakdown

Project Number: N/A

Status of Filing in Domicile: Pending

Domicile Status Comments: N/A

Reference Organization: N/A Reference Number: N/A Advisory Org. Circular: N/A

Filing Status Changed: 10/26/2007

State Status Changed: 10/26/2007 Deemer Date:

Corresponding Filing Tracking Number: N/A

Filing Description:

Cameron Mutual Insurance Company (CMIC) wishes to file four new and one revised form for use with our Commercial Businessowners / BOP Contractors Program. The attached forms are final print copies.

Equipment Breakdown - We are proposing to add four new Equipment Breakdown endorsement forms to facilitate the addition of a new additional coverage being provided to our insureds at no additional premium. Although we are requesting new and renewal effective dates of January 1, 2008 and that is the date that the endorsement forms will be

Filing Company: Cameron Mutual Insurance Company State Tracking Number: AR-PC-07-026554

Company Tracking Number: 15725/07/0030

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Commercial Businessowners / BOP Contractors Program

Project Name/Number: Equipment Breakdown/N/A

added to the policies, our intent is to liberalize all the Businessowners policies as of January 1, 2008 to include this new additional coverage. The following forms are modified ISO forms:

o EB 00 01 08 07 Equipment Breakdown Coverage – This coverage endorsement modifies coverage under the Businessowners Standard Property Coverage Form. It broadens the Property Damage and Business Income causes of loss for our insureds.

o EB 00 02 08 07 Equipment Breakdown Coverage – This coverage endorsement modifies coverage under the Businessowners Special Property Coverage Form. It broadens the Property Damage and Business Income causes of loss for our insureds.

o EB 00 03 01 08 Suspension of Coverage – This schedule allows for the Suspension of coverage in accordance with the terms of the Property General Condition – Suspension provided in the above two coverage endorsements.

o EB 00 04 01 08 Reinstatement of Coverage – This schedule allows for the Reinstatement of coverage in accordance with the terms of the Property General Condition – Suspension provided in the above two coverage endorsements.

IL 45A 01 06 Commercial Exclusion Endorsement – has been revised to allow more flexibility in the use of our company forms. We have replaced all references to Cameron Mutual Insurance Company with the Company. Company being noted as Shown on the Declarations Page. Two copies of this endorsement have been included – one with a blank signature line and one with "Signature(s) on File" verbiage. The form with blank line(s) will be signed by all Named Insured(s). After receipt of that form, the form with "Signature(s) on File" will be furnished to the insured(s) and agent. This revised form will replace the version we are currently using.

Additionally at this time we would like to withdraw form BP 04 18 06 89 Amendment – Liquor Liability Exclusion from our current forms portfolio. Although this form was filed, we never implemented it for use with our program.

Company and Contact

Filing Contact Information

Sheila Andrew, Research & Compliance sandrew@cameron-insurance.com

Specialist

214 McElwain Drive (800) 326-6511 [Phone]

Filing Company: Cameron Mutual Insurance Company State Tracking Number: AR-PC-07-026554

Company Tracking Number: 15725/07/0030

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Commercial Businessowners / BOP Contractors Program

Project Name/Number: Equipment Breakdown/N/A

Cameron, MO 64442-1321 (816) 632-1022[FAX]

Filing Company Information

Cameron Mutual Insurance Company CoCode: 15725 State of Domicile: Missouri

214 McElwain Drive Group Code: 532 Company Type: Property &

Casualty

Cameron, MO 64429-1321 Group Name: State ID Number:

(800) 326-6511 ext. [Phone] FEIN Number: 44-0447850

Filing Company: Cameron Mutual Insurance Company State Tracking Number: AR-PC-07-026554

Company Tracking Number: 15725/07/0030

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Commercial Businessowners / BOP Contractors Program

Project Name/Number: Equipment Breakdown/N/A

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation:

Per Company: No

CHECK NUMBER CHECK AMOUNT CHECK DATE

1097856 \$50.00 10/19/2007

Filing Company: Cameron Mutual Insurance Company State Tracking Number: AR-PC-07-026554

Company Tracking Number: 15725/07/0030

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Commercial Businessowners / BOP Contractors Program

Project Name/Number: Equipment Breakdown/N/A

Correspondence Summary

Dispositions

Status Created By Created On Date Submitted

Approved Llyweyia Rawlins 10/26/2007 10/26/2007

Filing Notes

Subject Note Type Created By Created Date Submitted

On

Check Note To Reviewer Sheila Andrew 10/24/2007 10/25/2007

Filing Company: Cameron Mutual Insurance Company State Tracking Number: AR-PC-07-026554

Company Tracking Number: 15725/07/0030

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Commercial Businessowners / BOP Contractors Program

Project Name/Number: Equipment Breakdown/N/A

Disposition

Disposition Date: 10/26/2007

Effective Date (New): 01/01/2008 Effective Date (Renewal): 01/01/2008

Status: Approved

Comment:

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

Rate data does NOT apply to filing.

Filing Company: Cameron Mutual Insurance Company State Tracking Number: AR-PC-07-026554

Company Tracking Number: 15725/07/0030

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Commercial Businessowners / BOP Contractors Program

Project Name/Number: Equipment Breakdown/N/A

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property Casualty	&Approved	Yes
Form	Equipment Breakdown Coverage	Approved	Yes
Form	Equipment Breakdown	Approved	Yes
Form	Suspension of Coverage	Approved	Yes
Form	Reinstatement of Coverage	Approved	Yes
Form	Commercial Exclusion Endorsement	Approved	Yes
Form	Amendment - Liquor Liability Exclusion	Approved	Yes

Filing Company: Cameron Mutual Insurance Company State Tracking Number: AR-PC-07-026554

Company Tracking Number: 15725/07/0030

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Commercial Businessowners / BOP Contractors Program

Project Name/Number: Equipment Breakdown/N/A

Note To Reviewer

Created By:

Sheila Andrew on 10/24/2007 12:39 PM

Subject:

Check

Comments:

Check is being mailed today.

Filing Company: Cameron Mutual Insurance Company State Tracking Number: AR-PC-07-026554

Company Tracking Number: 15725/07/0030

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Commercial Businessowners / BOP Contractors Program

Project Name/Number: Equipment Breakdown/N/A

Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	Action Specific	Readability	Attachment
Status			Date		Data		
Approved	Equipment Breakdown Coverage	EB 00 01	08 07	Endorseme New nt/Amendm ent/Conditi ons		0.00	EB 00 01 08 07.pdf
Approved	Equipment Breakdown	EB 00 02	08 07	Endorseme New nt/Amendm ent/Conditi ons		0.00	EB 00 02 08 07.pdf
Approved	Suspension of Coverage	EB 00 03	01 08	Endorseme New nt/Amendm ent/Conditi ons		0.00	EB 00 03 01 08.pdf
Approved	Reinstatement of Coverage	EB 00 04	01 08	Endorseme New nt/Amendm ent/Conditi ons		0.00	EB 00 04 01 08.pdf
Approved	Commercial Exclusion Endorsement	IL 45A	01 06	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form # IL 45A 07 03 Previous Filing #:		IL 45A 01 06.pdf
Approved	Amendment - Liquor Liability Exclusion	BP 04 18	06 89	Endorseme Withdrawn nt/Amendm ent/Conditi ons	Replaced Form # Previous Filing #:		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN COVERAGE

This endorsment modifies insurance provided under the following:

BUSINESSOWNERS STANDARD PROPERTY COVERAGE FORM

The following is added to the Additional Coverages:

A. Equipment Breakdown

- 1. Covered Causes of Loss is extended to include "breakdown" to "covered equipment" as defined and limited in this Endorsement.
- 2. Equipment Breakdown Coverage Extensions. The following coverages also apply to loss or damage caused by or resulting from a "breakdown" to "covered equipment". These Equipment Breakdown Coverage Extensions do not provide additional amounts of insurance; the limits provided are part of, not in addition to, the Limit of Insurance that applies to the damaged Covered Property.

Equipment Breakdown Coverage Extensions for Perishable Goods and Drying Out do not extend as a Covered Cause of Loss under Business Income and Extra Expense.

a. Perishable Goods.

- 1) We will pay for:
 - i. Your loss of "perishable goods" due to spoilage; or
 - ii. Your loss of "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;

We will also pay any necessary expense you incur to reduce the amount of loss under this coverage. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

- 2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined based on the sales price of the "perishable goods" at the time of the "breakdown", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Loss Payment Condition.
- 3) The most we will pay for any loss or expense under this Equipment Breakdown Coverage Extension is \$50,000.

b. Expediting Expenses.

- 1) With respect to your damaged Covered Property, we will pay the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.
- 2) Expediting expenses include overtime wages and the extra cost of express or other rapid means of transportation.
- 3) The most we will pay for Expediting Expenses is \$50,000.
- c. Utility Interruption. The insurance provided for Business Income, Extra Expense and/or Perishable Goods Coverage is extended to apply to loss caused by or resulting from a "breakdown" to "covered equipment" that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.

Coverage for Utility Interruption will begin 12 hours after the time the "breakdown" causes the interruption of the utility service.

d. Drying Out. If electrical "covered equipment" requires drying out as a result of a flood, waves, tides, tidal waves, or overflow of any body of water or their spray, even if driven by wind, we will pay for the direct expense of drying out such electrical "covered equipment".

We will not pay more for drying out each electrical "covered equipment" than the value of such damaged electrical "covered equipment".

The most we will pay for Drying Out is \$50,000. However, we will not pay more than the Limit of Insurance shown in the declarations for the applicable covered property.

- e. Pollutant Clean Up and Removal. With regard to coverage provided under this Endorsement only, Additional Coverage A.4.f. in the Coverage Form to which this Endorsement applies is deleted and replaced by the following:
 - f. We will pay your expense to extract "pollutants" from land or water at the described premises and the cost for clean-up, repair, replacement or disposal of Covered Property at the described premises if the discharge, dispersal, seepage, migration, release or escape of such "pollutants" is caused by or results from a "breakdown" to "covered equipment" that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which such "breakdown" occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land, water or the clean-up, repair, replacement, or disposal of Covered Property.

The most we will pay under this Additional Coverage, including any loss covered under any applicable Business Income or Extra Expense coverage, for the sum of all covered expenses is \$50,000.

The coverage provided by this Additional Coverage does not include loss to "perishable goods" due to contamination from the release of a refrigerant.

3. Equipment Breakdown Exclusions.

- a. With regard to the coverage provided by this Endorsement, the following Exclusions are deleted: B.2.a. Electrical Apparatus; B.2.d. Steam Apparatus; and B.2.e. Mechanical Breakdown.
- b. With regard to the Equipment Breakdown Coverage Extension Utility Interruption, Exclusion B.1.e. Power Failure is deleted.
- c. The following exclusions apply to the coverage provided by this Endorsement, in addition to the other applicable exclusions in this Coverage Part:

We will not pay under this Endorsement for loss or damage caused directly or indirectly by any of the following:

- 1) Defects, erasures, errors, limitations or viruses in "computer equipment", data, "media" and/or programs including the inability to recognize and process any date or time or provided instructions to "covered equipment". However, if a "breakdown" results, we will pay the resulting loss or damage not otherwise excluded;
- 2) Any of the following tests:
 - i. A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
 - ii. An insulation breakdown test of any type of electrical equipment.
- 3) Depletion, deterioration, corrosion, erosion, wear and tear, rust, fungus, decay, wet or dry rot, or mold. However, if a "breakdown" to "covered equipment" results, we will pay the resulting loss or damage not otherwise excluded.

- 4) Explosion unless such explosion is of a steam boiler, electric steam generator, steam piping, steam turbine or steam engine; and
- 5) Explosion of a gas turbine or other moving or rotating machinery unless such explosion is caused by centrifugal force or mechanical breakdown.
- 6) Named Perils. Fire: lightning; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; falling objects; water damage caused by the discharge or leakage of sprinkler system, sewer piping or domestic water piping; water or other means used to extinguish a fire, even when the attempt is unsuccessful; weight of snow, ice or sleet; freezing due to cold weather; molten material: or collapse. However, we will pay if one of the above named perils occurs away from the premises described in the Declarations and causes an electrical surge or other disturbance that comes through a utility transmission line.
- 4. The following provision applies to the coverage provided by this Endorsement in addition to the other provisions in the Loss Payment section:

New Generation. You may replace damaged "Covered Equipment" with a newer generation "Covered Equipment" of the same capacity which improves the environment, increases efficiency or enhances safety. We will pay up to an additional 25% of the covered property damage amount for the "Covered Equipment". This additional amount is included in, not in addition to, the applicable Limit of Insurance for Covered Property.

5. With respect to this Endorsement, the following are added to Section F. PROPERTY GENERAL CONDITIONS:

a. Jurisdictional Inspections

- We agree to provide pressure vessel certificate-of-operation engineering services where:
 - i. The certificate-of-operation is required by state, city or provincial law;
 - ii. The state, city or provincial law permits inspections by insurance company employees.
- 2) If we receive notification of a pressure vessel certificate-of-operation inspection due date less than 30 (thirty) days prior to the expiration of the certificate-of-operation, we will not be responsible for:
 - i. Any fine or other penalty that may be assessed; or
 - ii. Any liability that may arise;

due to the fact that the inspection was not performed prior to the certificate-of-operation due date.

3) Certificate-of-operation engineering services will not be provided for any location other than the United States of America, Puerto Rico or Canada.

b. Suspension

- 1) Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the coverage provided by this Endorsement. We will deliver or mail a written notice of suspension to your last known address or the address where the "covered equipment" is located.
- Once suspended in this way, your coverage can be reinstated only by an endorsement for that "covered equipment".
- 6. With regard to the coverage provided by this Endorsement the following definitions apply in addition to the other definitions provided in this Coverage Part:
 - a. "Breakdown"
 - 1) "Breakdown" means:
 - i. Failure of pressure or vacuum equipment;

- Mechanical failure including rupture or bursting caused by centrifugal force; or
- iii. Electrical failure including arcing;

that causes direct physical loss or damage to "covered equipment" and necessitates its repair or replacement.

- 2) "Breakdown" does not mean or include:
 - i. Cracking of any part of an internal combustion gas turbine exposed to the products of combustion:
 - ii. Damage to any structure or foundation supporting the "covered equipment" or any of its parts;
 - iii. Damage to any vacuum tube, gas tube, or brush;
 - iv. Defects, erasures, errors, limitations or viruses in "computer", data, "media" and/or programs including the inability to recognize and process any date or time or provide instructions to "covered equipment". However, if a "breakdown" ensues, we will pay the ensuing loss or damage not otherwise excluded:
 - v. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection:
 - vi. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification; or
 - vii. The fuctioning of any safety or protective device.
- 3) If an initial "breakdown" causes other "breakdowns", all will be considered one "breakdown". All "breakdowns" that manifest themselves at the same time and are the result of the same cause will also be considered one "breakdown".
- **b.** "Computer equipment" means:
 - 1) Programmable electronic equipment that is used to store, retrieve and process data:
 - 2) Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission; and
 - 3) Electronic equipment used to operate production type machinery or equipment.
- c. "Covered equipment"
 - 1) "Covered equipment" means any Covered Property that is:
 - i. Equipment designed and built to operate under internal pressure or vacuum other than weight of contents. For any boiler or fired vessel, the furnace of the "covered equipment" and the gas passages from there to the atmosphere will be considered as outside the "covered equipment":
 - ii. Communication equipment and "computer equipment";
 - iii. Fiber optic cable; or
 - iv. Any other electrical or mechanical equipment that is used in the generation, transmission or utilization of energy.
 - 2) "Covered equipment" does not mean any:
 - i. Astronomical telescope, cyclotron, nuclear reactor, particle accelerator, satellites and/or spacecraft (including satellite or spacecraft contents and/or their launch sites);
 - ii. Catalyst;

- iii. Dragline, power shovel, excavation or construction equipment including any "covered equipment" mounted on or used solely with any dragline, power shovel, excavation or construction equipment;
- iv. Elevator or escalator, but not excluding any electrical machine or apparatus mounted on or used with this equipment;
- v. Equipment or any part of equipment manufactured by you for sale;
- vi. Felt. wire, screen, mold, form, pattern, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement:
- vii. Insulating or refractory material;
- viii. Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E) code or a Code that has been accepted by the National Board of Boiler and Pressure Vessel Inspectors;
- ix. Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
- x. Pressure vessels and piping that are buried below ground and require the excavation of materials to inspect, remove, repair or replace; or
- xi. Structure, foundation, cabinet or compartment supporting or containing the "covered equipment" or part of the "covered equipment" including penstock, draft tube or well casing: or
- xii. Vehicle, aircraft, self-propelled equipment or floating vessel, including any "covered equipment" mounted on or used solely with any vehicle, aircraft, self-propelled equipment or floating vessel.
- **d.** "Media" means electronic data processing or storage material such as films, tapes, discs, drums or cells.
- e. "Perishable goods" means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.
- 7. If Optional Coverage for Outdoor Signs is shown in the Declarations, the coverage provided by this Endorsement is extended to cover Outdoor signs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN COVERAGE

This endorsment modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

The following is added to the Additional Coverages:

A. Equipment Breakdown

- 1. Covered Cause of Loss and "specified causes of loss" are extended to include "breakdown" to "covered equipment" as defined and limited in this Endorsement.
- 2. Equipment Breakdown Coverage Extensions. The following coverages also apply to loss or damage caused by or resulting from a "breakdown" to "covered equipment". These Equipment Breakdown Coverage Extensions do not provide additional amounts of insurance; the limits provided are part of, not in addition to, the Limit of Insurance that applies to the damaged Covered Property.

Equipment Breakdown Coverage Extensions for Perishable Goods and Drying Out do not extend as a Covered Cause of Loss under Business Income and Extra Expense.

a. Perishable Goods.

- 1) We will pay for:
 - i. Your loss of "perishable goods" due to spoilage; or
 - ii. Your loss of "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;

We will also pay any necessary expense you incur to reduce the amount of loss under this coverage. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

- 2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined based on the sales price of the "perishable goods" at the time of the "breakdown", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Loss Payment Condition.
- 3) The most we will pay for any loss or expense under this Equipment Breakdown Coverage Extension is \$50,000.

b. Expediting Expenses.

- 1) With respect to your damaged Covered Property, we will pay the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.
- 2) Expediting expenses include overtime wages and the extra cost of express or other rapid means of transportation.
- 3) The most we will pay for Expediting Expenses is \$50,000.
- c. Utility Interruption. The insurance provided for Business Income, Extra Expense and/or Perishable Goods Coverage is extended to apply to loss caused by or resulting from a "breakdown" to "covered equipment" that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.

Coverage for Utility Interruption will begin 12 hours after the time the "break-down" causes the interruption of the utility service.

d. Drying Out. If electrical "covered equipment" requires drying out as a result of a flood, waves, tides, tidal waves, or overflow of any body of water or their spray, even if driven by wind, we will pay for the direct expense of drying out such electrical "covered equipment".

We will not pay more for drying out each electrical "covered equipment" than the value of such damaged electrical "covered equipment".

The most we will pay for Drying Out is \$50,000. However, we will not pay more than the Limit of Insurance shown in the declarations for the applicable covered property.

3. Equipment Breakdown Exclusions.

- a. With regard to the coverage provided by this Endorsement, the following Exclusions are deleted: B.2.a. Electrical Apparatus; B.2.d. Steam Apparatus; and B.2.k. 6) Mechanical Breakdown.
- b. With regard to the Equipment Breakdown Coverage Extension Utility Interruption, Exclusion B.1.e. Power Failure is deleted.
- c. The following exclusions apply to the coverage provided by this Endorsement, in addition to the other applicable exclusions in this Coverage Part:

We will not pay under this Endorsement for loss or damage caused directly or indirectly by any of the following:

- 1) Defects, erasures, errors, limitations or viruses in "computer equipment", data, "media" and/or programs including the inability to recognize and process any date or time or provided instructions to "covered equipment". However, if a "breakdown" results, we will pay the resulting loss or damage not otherwise excluded:
- 2) Any of the following tests:
 - i. A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel: or
 - ii. An insulation breakdown test of any type of electrical equipment.
- 3) With respect to Utility Interruption and Perishable Goods Coverage, we will not pay for loss caused by or resulting from: Fire; lightning; windstorm or hail; explosion (except from steam or centrifugal explosion); smoke; aircraft or vehicles; riot or civil commotion; vandalism; falling objects; water damage caused by the discharge or leakage or sprinkler system, sewer piping or domestic water piping; water or other means used to extinguish a fire, even when the attempt is unsuccessful; weight of snow, ice or sleet; freezing due to cold weather; molten material; or collapse.

4. Equipment Breakdown Limitations.

- a. With regard to the coverage provided by this Endorsement only, the following Limitations are deleted: A.4.a.1) and A.4.a.2).
- b. The most we will pay for loss involving a "pollutant", for loss or damage, including actual loss of Business Income and necessary Extra Expense you incur, if shown as covered in the Declarations is \$50,000. This Limitation does not apply to the coverage provided in a.1)ii. of the Perishable Goods Equipment Breakdown Coverage Extension.
- 5. The following provision applies to the coverage provided by this Endorsement in addition to the other provisions in the Loss Payment section:
 - New Generation. You may replace damaged "Covered Equipment" with a newer generation "Covered Equipment" of the same capacity which improves the environment, increases efficiency or enhances safety. We will pay up to an additional 25% of the covered property damage amount for the "Covered Equipment". This additional amount is included in, not in addition to, the applicable Limit of Insurance for Covered Property.
- **6.** With respect to this Endorsement, the following are added to Section F. PROPERTY GENERAL CONDITIONS:

a. Jurisdictional Inspections

- We agree to provide pressure vessel certificate-of-operation engineering services where:
 - The certificate-of-operation is required by state, city or provincial law; and
 - ii. The state, city or provincial law permits inspections by insurance company employees.
- 2) If we receive notification of a pressure vessel certificate-of-operation inspection due date less than 30 (thirty) days prior to the expiration of the certificate-of-operation, we will not be responsible for:
 - i. Any fine or other penalty that may be assessed; or
 - ii. Any liability that may arise;

due to the fact that the inspection was not performed prior to the certificate-of-operation due date.

3) Certificate-of-operation engineering services will not be provided for any location other than the United States of America, Puerto Rico or Canada.

b. Suspension

- 1) Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the coverage provided by this Endorsement. We will deliver or mail a written notice of suspension to your last known address or the address where the "covered equipment" is located.
- 2) Once suspended in this way, your coverage can be reinstated only by an endorsement for that "covered equipment".
- 7. With regard to the coverage provided by this Endorsement the following definitions apply in addition to the other definitions provided in this Coverage Part:
 - a. "Breakdown"
 - 1) "Breakdown" means:
 - i. Failure of pressure or vacuum equipment;
 - Mechanical failure including rupture or bursting caused by centrifugal force; or
 - iii. Electrical failure including arcing;

that causes direct physical loss or damage to "covered equipment" and necessitates its repair or replacement.

- 2) "Breakdown" does not mean or include:
 - i. Cracking of any part of an internal combustion gas turbine exposed to the products of combustion;
 - Damage to any structure or foundation supporting the "covered equipment" or any of its parts;
 - iii. Damage to any vacuum tube, gas tube, or brush;
 - iv. Defects, erasures, errors, limitations or viruses in "computer", data, "media" and/or programs including the inability to recognize and process any date or time or provide instructions to "covered equipment". However, if a "breakdown" ensues, we will pay the ensuing loss or damage not otherwise excluded;
 - v. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 - vi. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification; or

- vii. The fuctioning of any safety or protective device.
- 3) If an initial "breakdown" causes other "breakdowns", all will be considered one "breakdown". All "breakdowns" that manifest themselves at the same time and are the result of the same cause will also be considered one "breakdown".
- **b.** "Computer equipment" means:
 - 1) Programmable electronic equipment that is used to store, retrieve and process data:
 - 2) Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission; and
 - 3) Electronic equipment used to operate production type machinery or equipment.
- c. "Covered equipment"
 - 1) "Covered equipment" means any Covered Property that is:
 - i. Equipment designed and built to operate under internal pressure or vacuum other than weight of contents. For any boiler or fired vessel, the furnace of the "covered equipment" and the gas passages from there to the atmosphere will be considered as outside the "covered equipment";
 - ii. Communication equipment and "computer equipment";
 - iii. Fiber optic cable; or
 - iv. Any other electrical or mechanical equipment that is used in the generation, transmission or utilization of energy.
 - 2) "Covered equipment" does not mean any:
 - i. Astronomical telescope, cyclotron, nuclear reactor, particle accelerator, satellites and/or spacecraft (including satellite or spacecraft contents and/or their launch sites);
 - ii. Catalyst;
 - iii. Dragline, power shovel, excavation or construction equipment including any "covered equipment" mounted on or used solely with any dragline, power shovel, excavation or construction equipment;
 - iv. Elevator or escalator, but not excluding any electrical machine or apparatus mounted on or used with this equipment;
 - v. Equipment or any part of equipment manufactured by you for sale;
 - vi. Felt, wire, screen, mold, form, pattern, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;
 - vii. Insulating or refractory material;
 - viii. Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E) code or a Code that has been accepted by the National Board of Boiler and Pressure Vessel Inspectors;
 - ix. Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
 - x. Pressure vessels and piping that are buried below ground and require the excavation of materials to inspect, remove, repair or replace; or
 - xi. Structure, foundation, cabinet or compartment supporting or containing the "covered equipment" or part of the "covered equipment" including penstock, draft tube or well casing; or

- xii. Vehicle, aircraft, self-propelled equipment or floating vessel, including any "covered equipment" mounted on or used solely with any vehicle, aircraft, self-propelled equipment or floating vessel.
- **d.** "Media" means electronic data processing or storage material such as films, tapes, discs, drums or cells.
- e. "Perishable goods" means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.
- 8. If Optional Coverage for Outdoor Signs is shown in the Declarations, the coverage provided by this Endorsement is extended to cover Outdoor signs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. SUSPENSION OF COVERAGE

This endorsment modifies insurance provided under the following:

EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT

SCHEDULE

Suspension (X)
Premises:
Description Of "Covered Equipment":
Effective Date:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SUSPENSION

If Suspension is indicated in the Schedule, all coverage has been suspended on the effective date for the "Covered Equipment" described in the Schedule and located at the premises shown in the Schedule in accordance with the notice provided to you described in the terms of the **Property General Condition - Suspension.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. REINSTATEMENT OF COVERAGE

This endorsment modifies insurance provided under the following:

EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT

SCHEDULE

Reinstatement (X)	
Premises:	
Description Of "Covered Equipment":	
Effective Date:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	-

REINSTATEMENT

If Reinstatement is indicated in the Schedule, all coverage is reinstated on the effective date for the "Covered Equipment" described in the Schedule and located at the premises shown in the Schedule in accordance with the terms of the **Property General Condition - Suspension.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. COMMERCIAL EXCLUSION ENDORSEMENT

This en	dorsem	nent, effective , forms a part of Policy No.
Issued t	to:	
Compan	ıy:	Shown on Declarations Page
The Co	mpany ent tha	agrees to issue, or continue, a policy of insurance based upon the insured's t the following Scheduled item(s) are excluded from coverage:
		SCHEDULE *
Prem. No.	Bldg. No.	Item(s)
All othe	er term	as and conditions of this policy remain unchanged.
* Inforn shown i	nation n the l	required to complete this Schedule, if not shown on this endorsement, will be Declarations.
Accepte	d	Signature on File
		(Signature required of first Named Insured)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. COMMERCIAL EXCLUSION ENDORSEMENT

This end	dorsem	ent, effective	, forms a part of Policy No.
Issued to	o:		
Compan	ıy:	Shown on I	eclarations Page
The Cor agreeme	mpany ent tha		sue, or continue, a policy of insurance based upon the insured's ag Scheduled item(s) are excluded from coverage:
			SCHEDULE *
Prem. No.	Bldg No.	•	Item(s)
All oth	her ter	ms and cond	tions of this policy remain unchanged.
* Infor shown	rmation in the	n required to Declaration	complete this Schedule, if not shown on this endorsement, will be
Accept	ted	•	
		······································	(Signature required of first Named Insured)

Filing Company: Cameron Mutual Insurance Company State Tracking Number: AR-PC-07-026554

Company Tracking Number: 15725/07/0030

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Commercial Businessowners / BOP Contractors Program

Project Name/Number: Equipment Breakdown/N/A

Rate Information

Rate data does NOT apply to filing.

Filing Company: Cameron Mutual Insurance Company State Tracking Number: AR-PC-07-026554

Company Tracking Number: 15725/07/0030

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners

Liability

Product Name: Commercial Businessowners / BOP Contractors Program

Project Name/Number: Equipment Breakdown/N/A

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 10/26/2007

Property & Casualty

Comments:

Attachment:

AR Property & Casualty Transmittal Document - CMIC filing #15725-07-0030.pdf

Property & Casualty Transmittal Document

1.	1. Reserved for Insurance 2. Insurance Department Use only						
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Property & Casualty Transmittal Document—

This filing transmittal is part of Company Tracking # 15725/07/0030

Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Cameron Mutual Insurance Company (CMIC) wishes to file the attached new and revised forms for use with our Commercial Businessowners / BOP Contractors Program. The attached forms are final print copies.

- Equipment Breakdown We are proposing to add four new Equipment Breakdown endorsement forms to facilitate the addition of a new additional coverage being provided to our insureds at no additional premium. Although we are requesting new and renewal effective dates of January 1, 2008 and that is the date that the endorsement forms will be added to the policies, our intent is to liberalize all the Businessowners policies as of January 1, 2008 to include this new additional coverage. The following forms are modified ISO forms:
 - o EB 00 01 08 07 Equipment Breakdown Coverage This coverage endorsement modifies coverage under the Businessowners Standard Property Coverage Form. It broadens the Property Damage and Business Income causes of loss for our insureds.
 - EB 00 02 08 07 Equipment Breakdown Coverage This coverage endorsement modifies coverage under the Businessowners Special Property Coverage Form. It broadens the Property Damage and Business Income causes of loss for our insureds.
 - EB 00 03 01 08 Suspension of Coverage This schedule allows for the Suspension of coverage in accordance with the terms of the Property General Condition - Suspension provided in the above two coverage endorsements.
 - EB 00 04 01 08 Reinstatement of Coverage This schedule allows for the Reinstatement of coverage in accordance with the terms of the Property General Condition – Suspension provided in the above two coverage endorsements.
- IL 45A 01 06 Commercial Exclusion Endorsement has been revised to allow more flexibility in the use of our company forms. We have replaced all references to Cameron Mutual Insurance Company with the Company. Company being noted as Shown on the Declarations Page. Two copies of this endorsement have been included – one with a blank signature line and one with "Signature(s) on File" verbiage. The form with blank line(s) will be signed by all Named Insured(s). After receipt of that form, the form with "Signature(s) on File" will be furnished to the insured(s) and agent. This revised form will replace the version we are currently using.

Additionally at this time we would like to withdraw form BP 04 18 06 89 Amendment – Liquor Liability Exclusion from our current forms portfolio. Although this form was filed, we never implemented it for use with our program.

We are seeking your consideration and acknowledgement of this filing to be effective January 1, 2008.

Filing Fees (Filer must provide check # and fee amount if applicable) 22. [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 1097856 Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	15725/07/0030
	This filing corresponds to rate/rule filing number	N/A
	(Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Equipment Breakdown Coverage	EB 00 01 08 07	[X] New [] Replacement [] Withdrawn		
02	Equipment Breakdown Coverage	EB 00 02 08 07	[X] New [] Replacement [] Withdrawn		
03	Suspension of Coverage	EB 00 03 01 08	[X] New [] Replacement [] Withdrawn		
04	Reinstatement of Coverage	EB 00 04 01 08	[X] New [] Replacement [] Withdrawn		
04	Lindorsement	IL 45A 01 06	[] New [X] Replacement [] Withdrawn	IL 45A 07 03	1
05	Amendment – Liquor Liability Exclusion	BP 04 18 06 89	[] New [] Replacement [X] Withdrawn		
06			[] New [] Replacement [] Withdrawn		
07			[] New [] Replacement [] Withdrawn		
08			[] New [] Replacement [] Withdrawn		
09			[] New [] Replacement [] Withdrawn		
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PC FFS-1